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Attorneys for United States of America

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
(1) APPROXIMATELY \$29,900 IN)
UNITED STATES CURRENCY AND)
(2) APPROXIMATELY \$21,000 IN)
UNITED STATES CURRENCY,)
)
Defendants.)

No. 07-2755 JL

SETTLEMENT AGREEMENT
AND ORDER

JACOB BLANK AS SUBSTITUTE
CLAIMANT FOR GREGORY BLANK,
DECEASED, AND
DAVID TENNENBAUM,
)
Claimants.)

Plaintiff United States of America and claimant Jacob Blank, as substitute claimant for
Gregory Blank, deceased, through their undersigned counsel, stipulate and agree as follows:

1. Plaintiff is the United States of America ("United States"). Defendants are (1)
Approximately \$29,900 in United States Currency and (2) Approximately \$21,000 in United

1 States Currency. After proper notification was given and publication made, as required by the
2 Supplemental Rules for Certain Admiralty and Maritime Claims, the Gregory Blank filed a claim
3 and answer to appear and defend defendant \$21,000, and David TENNENBAUM filed a claim
4 and answer to appear and defend defendant \$29,900. Subsequently, Gregory Blank died intestate
5 and his father, Jacob BLANK, asked the Court to substitute him as claimant in place of his son,
6 Gregory Blank. Plaintiff, claimant TENNENBAUM and claimant BLANK are hereafter referred
7 to as the "Parties" in this document which is hereinafter referred to as the "Settlement
8 Agreement" or "Agreement."

9 2. The Parties agree, subject to the Court's approval, that Jacob BLANK be, and
10 hereby is, substituted as claimant in place of his son, Gregory Blank, deceased.

11 3. After full and open discussion, the Parties agree to resolve any and all claims
12 against defendants \$29,900 and \$21,000 as well as any claims against any and all past and
13 present officials, employees and agents of the United States, including those at the United States
14 Department of Justice and the Drug Enforcement Administration, arising out of the facts alleged
15 in the Complaint for Forfeiture filed in this lawsuit on or about May 24, 2007.

16 4. The Parties agree that the resolution of the lawsuit is based solely on the terms
17 stated in this Settlement Agreement. It is expressly understood that this Agreement has been
18 freely and voluntarily entered into by the Parties. The Parties further agree that there are no
19 express or implied terms or conditions of settlement, whether oral or written, other than those set
20 forth in this Agreement. This Agreement shall not be modified or supplemented except in
21 writing signed by the Parties. The Parties have entered into this Agreement in lieu of continued
22 protracted litigation and district court adjudication.

23 5. The Parties further agree that this Settlement Agreement does not constitute
24 precedent on any legal issue for any purpose whatsoever, including all administrative
25 proceedings and any lawsuits.

26 6. The Parties agree that claimant TENNENBAUM and claimant BLANK release
27 and discharge the United States, as well as any past and present officials, employees, agents,
28

Settlement Agreement

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1 attorneys, their successors and assigns, as well as any state and local law enforcement officers,
2 from any and all obligations, damages, liabilities and demands of any kind and nature
3 whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown, arising
4 out of the allegations set forth in plaintiff's Complaint for Forfeiture.

5 7. In order to resolve this case without the expense of protracted litigation, the
6 Parties agree that \$23,920 of defendant \$29,900 shall be forfeited to the United States and that
7 the remainder, \$5,980, shall be returned to claimant TENNENBAUM in a check made payable
8 both to claimant TENNENBAUM and to his attorney, Stuart Hanlon, Esq., and that the check be
9 delivered to Stuart Hanlon at 179 11th Street, 2d Floor, San Francisco, California 94103. The
10 Parties further agree that and further agree that \$16,800 of defendant \$21,000 shall be forfeited to
11 the United States and that the remainder, \$4,200, shall be returned to claimant BLANK in a
12 check made payable both to claimant BLANK and to his attorney, Stuart Hanlon, Esq., and
13 delivered to Stuart Hanlon at 179 11th Street, 2d Floor, San Francisco, California 94103. Such
14 payment shall be in full settlement and satisfaction of any and all claims that claimant
15 TENNENBAUM and claimant BLANK, their heirs, representatives and assignees could assert or
16 have asserted to defendant \$29,900 and \$21,000, respectively.

17 8. Claimants TENNENBAUM and BLANK shall hold harmless the United States,
18 including its agents, officers, representatives and employees, as well as any and all state and
19 local law enforcement officials, for any and all acts directly or indirectly related to the seizure of
20 defendant \$29,900 and defendant \$21,000, and for any and all acts directly or indirectly related to
21 the forfeiture described in paragraph 7 above.

22 9. The United States, claimant TENNENBAUM and claimant BLANK agree that
23 each party shall pay its own attorneys' fees and costs.

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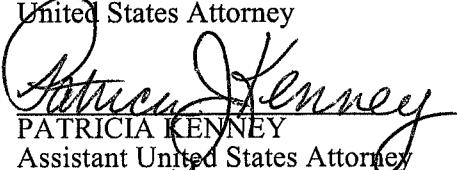
28 Settlement Agreement
And Order
No. 07-2755 JL

1 10. Based on the foregoing Settlement Agreement between the United States,
2 claimant TENNENBAUM and claimant BLANK, the Parties agree that, subject to the Court's
3 approval, this action be and hereby is DISMISSED and that the proposed Judgment of Forfeiture
4 which is submitted with this Settlement Agreement be entered.

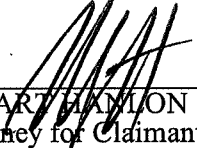
5
6 IT IS SO STIPULATED:

7
8 Dated: June 12, 2008

JOSEPH P. RUSSIONELLO
United States Attorney


PATRICIA KENNEY
Assistant United States Attorney

9
10 Dated: May 28, 2008


STUART HAMILTON
Attorney for Claimants
David Tennenbaum and Jacob Blank

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12
13 Dated: May ____, 2008

DAVID TENNENBAUM
Claimant

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15
16 Dated: May 19, 2008


JACOB BLANK
Claimant

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18
19 PURSUANT TO THE FOREGOING STIPULATED SETTLEMENT AGREEMENT, IT
20 IS SO ORDERED ON THIS ____ DAY OF _____, 2008.

21
22
23 HONORABLE JAMES LARSON
United States Magistrate Judge

24
25
26
27
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10. Based on the foregoing Settlement Agreement between the United States, claimant TENNENBAUM and claimant BLANK, the Parties agree that, subject to the Court's approval, this action be and hereby is DISMISSED and that the proposed Judgment of Forfeiture which is submitted with this Settlement Agreement be entered.

IT IS SO STIPULATED:

JOSEPH P. RUSSIONELLO
United States Attorney

Dated: May ____, 2008

PATRICIA KENNEY
Assistant United States Attorney

Dated: May ____, 2008

STUART HAYSON
Attorney for Claimants
David Tennenbaum and Jacob Blank

Dated: May ____, 2008

DAVID TENNENBAUM
Claimant

Dated: May ____, 2008

JACOB BLANK
Claimant

PURSUANT TO THE FOREGOING STIPULATED SETTLEMENT AGREEMENT, IT IS SO ORDERED ON THIS ____ DAY OF ____, 2008.

HONORABLE JAMES LARSON
United States Magistrate Judge

Stipulation & Order
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